

DEPARTMENT OF JUVENILE SERVICES

MANDATORY TERMS AND CONDITIONS FOR PURCHASE ORDERS

ARTICLE 1 – INCORPORATION BY REFERENCE

All terms and conditions of Department of Juvenile Services contract number and any amendments thereto, are made part of this Contract.

ARTICLE 2 – TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

ARTICLE 3 – SPECIFICATIONS

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

ARTICLE 4 – DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretions, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point of points specified prior to or on the date specified in the bid or proposal. Any materials that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected material shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

ARTICLE 5 – NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

ARTICLE 6 – NONDISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

ARTICLE 7 – FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more, during a calendar year shall, within 30 days of the time when the \$200,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

ARTICLE 8 – POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

ARTICLE 9 – ANTIBRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing Contracts with any public body has been convicted of bribery; attempted bribery, or conspiracy to bribe under the laws of any State or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

ARTICLE 10 – REGISTRATION

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State a foreign corporation shall qualify with the Department of Assessments and Taxation.

ARTICLE 11 – CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this

agreement.

ARTICLE 12 – OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

ARTICLE 13 – TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the

best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

ARTICLE 14 – TERMINATION FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

ARTICLE 15 – DISPUTES

This Contract shall be subject to the provision of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

ARTICLE 16 – RIGHTS TO RECORDS

The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as

that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement

ARTICLE 17 – MARYLAND LAW

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

Any and all references to the Maryland Code, annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

ARTICLE 18 – CONTRACTOR'S INVOICES

The Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types or organizations.

ARTICLE 19 – PRE-EXISTING REGULATIONS

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

ARTICLE 20 – INDEMNIFICATION

The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

ARTICLE 21 – CONFLICTING TERMS

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

ARTICLE 22 – DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08, Drug and Alcohol Free Workplace Certification, available at <http://constmail.gov.sate.md.us/comar/dsdweb/default.html> . The Contractor shall remain in compliance throughout the term of this purchase order.

ARTICLE 23 – AMENDMENTS AND WAIVERS

This Contract constitutes the entire agreement between the parties and all other communication prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement. Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be obligated by the change.

No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach.

ARTICLE 24 – NON AVAILABILITY OF FUNDS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

ARTICLE 25 – COST AND PRICE CERTIFICATION

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the

information submitted is accurate, complete, and current on the date the Contractor submitted its financial information to the State.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, on the date the Contractor submitted its financial information to the State, was inaccurate, incomplete, or not current.

ARTICLE 26 – SUBCONTRACTING; ASSIGNMENT

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that Juvenile Services deems necessary to protect the interest of the State. In the event that written approval is granted and services are subcontracted or rights or obligations are assigned, the Contractor shall guarantee that the subcontractor or assignee shall comply with all provisions of this contract. No such subcontract or assignment shall be deemed to provide for the incumbent of any obligation of the State in addition to those agreed upon in this Contract. Juvenile Services shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

ARTICLE 27 – RETENTION OF RECORDS

The Contractor and any of its subcontractors shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (C.F.R.), Part 420, the Contractor shall retain until the expiration of five (5) years after the services are furnished under this contract such books, records and documents as required by those regulations and shall allow access to such books, documents and records as required by those regulations and require its subcontractors to comply with the requirements of this Article.

ARTICLE 28 – COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland or the State in which the Contractor is located and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the Family and Medical Leave Act, the Americans with Disabilities Act, the Prison Rape Elimination Act, and the Investment Activities in Iran Act; and, that it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE 29 – LIABILITY FOR LOSS OF DATA

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

ARTICLE 30 – POLICIES AND PROCEDURES

The Contractor and its subcontractors shall adhere to the Juvenile Services Policies and Directives which are incorporated into this Contract by reference with respect to: Reporting and Investigating Child Abuse & Neglect; Incident Reporting Policy; Seclusion Policy; Youth Grievance Policy; Use of Crisis Prevention Management (CPM) Techniques Policy; Suicide Prevention Policy and Procedure; Treatment Service Plan (TSP) Policy; Detention and Shelter Care Policy; Video Surveillance Cameras Policy; Communications with

Limited English Proficient Persons Policy; DJS Electronic Mail, Internet and Intranet use Policy, IT-1-05; Accessibility for Youth with hearing Impairment Policy; Random or Reasonable Suspicion Checks of Child Abuse or Neglect; Elimination and Reporting of Sexual Abuse and Harassment; and Criminal Background Investigations Policy. These policies can be accessed by going to the DJS website <http://www.djs.state.md.us/ihhqfpojoioiyasfqnbncoapihq/start.asp> (See Attachment C, DJS Policies, for instructions.)

The Contractor and its subcontractors shall adhere to the Standard of Conduct and Disciplinary Process. Where applicable, all Contractors doing business with DJS are to adhere to the Department of Juvenile Services' (DJS') Standards of Conduct and Disciplinary Process (SC & DP). COMAR 01.04.01 provides standards of conduct and standards for personnel policies to privately operated facilities. To the extent that any provision articulated in DJS' SC & DP that applies to privately operated facilities may appear inconsistent with COMAR 01.04.04, COMAR prevails. (See COMAR website: <http://www.sos.state.md.us/sos/dsd/comar/html/comar.html>.)

The following sections of the DJS SC & DP dated August 31, 2000 are not applicable to the Contractor(s):

- 3.0 Attendance Requirements
- 4.0 Disciplinary Standards
- 5.0 Implementation of Corrective Disciplinary Sanctions
- 6.0 Appeals and Grievances

Subsections: 1.3, 2.3, 2.8, 2.20, and 2.22.

The DJS Office of the Inspector General and Office of Internal Audits is responsible for monitoring and investigating all aspects of issues related to the SC & DP.

The SC & DP is available on the DJS website: <http://www.djs.state.md.us/ihhqfpojoioiyasfqnbncoapihq/start.asp>. The password to open the webpage and access all documents is "DJSPOLICIES".

All Policies and Directives adopted by Juvenile Justice were transferred to and remain fully applicable to Juvenile Services.

ARTICLE 31 – YOUTH RECORDS AND COMMUNICATION WITH THE COURTS

All records that are created or received by the Contractor and contain information pertaining or referring to youth currently or having been in the custody of the Contractor are confidential and shall not be disclosed to any entity other than Juvenile Services or as otherwise permitted by law.

Juvenile Services shall be responsible for all communication with the juvenile Courts with respect to any youth served under this Contract. The Contractor may not initiate direct contact or communicate with the juvenile Court without the express permission of Juvenile Services, except where required to do so by law.

ARTICLE 32 – BACKGROUND INVESTIGATION

Where applicable, the Contractor shall complete criminal background investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland and to any applicable laws and Departmental policies. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.

ARTICLE 33 – DATA, RESEARCH, AND EVALUATION

Where activities supported by this Contract produce non-identifiable records as to client original data, materials, reports, pictorial reproductions, drawings or other graphical representations and works of any similar nature, Juvenile Services has the right to use, duplicate and disclose such non-identifiable records, in whole or in part, in any manner for any purpose whatsoever and have others do so. The Contractor shall not release the results of any study or report or other materials resulting therefrom without the express written consent of

Juvenile Services. Further, these materials may not be distributed by the Contractor without the express written consent of Juvenile Services and in accordance with applicable statutes and regulations. If the material is copyrightable, the Contractor may copyright such material only with the express written approval of Juvenile Services.

The Contractor may not engage in, retain or request another to engage in any research projects involving youth without the prior written consent of Juvenile Services. In every case, the Contractor shall conform to any protocol established by State or Federal law and regulations and shall obtain the written informed consent of each youth who is a subject of a research project prior to the youth's participation as a subject.

ARTICLE 34– INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect at reasonable times the plant, place of business, job site of the Contractor or of any subcontractor, or any other location that is related to the performance of the Contract. Such inspections shall include general inspections and performance audits of the Contractor or its subcontractors by officials designated by the Secretary of Juvenile Services or his designee.

The Contractor acknowledges that it shall become familiar with and, to the extent applicable, comply with all requirements of the federal Health Insurance Portability and Accountability Act, 42 USC §1320 et seq. (“HIPAA”) and its implementing regulations, including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with, to the extent applicable, the Maryland Confidentiality of Medical Records Act, Md. Code Ann. Health-General §4-301 et seq. (“MCMRA”).

ARTICLE 35 – ADMINISTRATION

The work to be accomplished under this Contract shall be performed under the direction the Secretary of Juvenile Services or his designee. All matters relating to the administration and performance of this Contract shall be referred for determination to the Secretary of his designee.

ARTICLE 36 - PROMPT PAYMENT OF SUBCONTRACTORS

If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

ARTICLE 37 – COMMERCIAL NONDISCRIMINATION

As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the

Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

The Contractor shall include this language or similar clause approved in writing by the Department of Juvenile Services, in all subcontracts.

BY MY SIGNATURE, AS A REPRESENTATIVE OF THE CONTRACTOR, I ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.

By: _____

Signature	Date
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Name Typed

Organization